



**Commonwealth of Virginia**

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Acting Secretary of Natural and Historic Resources

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Director  
(804) 698-4020

Craig R. Nicol  
Regional Director

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
DIGNITY FUNERAL SERVICES, INC. - DBA- OMAN FUNERAL HOME  
FOR  
DIGNITY FUNERAL SERVICES, INC. - DBA - OMAN FUNERAL HOME  
REGISTRATION NO. 61318**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the Virginia Department of Environmental Quality and Dignity Funeral Services, Inc. - DBA - Oman Funeral Home for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, and the applicable regulations.

**SECTION B: Definitions**

Unless the context clearly indicates otherwise, the terms in this Consent Order have the meaning assigned to them in Va. Code §10.1-1300 *et seq.* and the Regulations for the Control and Abatement of Air Pollution (Regulations) at 9 VAC 5-10 *et seq.*

**SECTION C: Findings of Fact and Conclusions of Law**

1. Dignity Funeral Services, Inc. - DBA - Oman Funeral Home ("Dignity") is a business entity authorized to do business in Virginia and references to Dignity includes its affiliates, partners, and subsidiaries. Dignity is a "person" with the meaning of Va. Code § 10.1-1300.
2. Dignity owns and operates the Oman Funeral Home located at 653 Cedar Road Chesapeake, Virginia 23320 ("Facility").
3. On August 28, 1997, DEQ issued a Stationary Source Permit to Install and Operate ("Permit") a crematory incinerator at the Facility.

4. On January 3, 2023, Dignity submitted a report of the annual throughput of human remains of the crematory incinerator for January 2021 through January 2023. The report listed the below throughputs of human remains, calculated monthly as the sum of each consecutive 12-month period:

January 2021	100.23
February 2021	110.46
March 2021	121.06
April 2021	120.86
May 2021	123.36
June 2021	124.36
July 2021	123.86
August 2021	128.36
September 2021	129.96
October 2021	135.06
November 2021	140.46
December 2021	145.55
January 2022	150.06
February 2022	150.70
March 2022	150.95
April 2022	153.15
May 2022	153.46
June 2022	156.46
July 2022	160.01
August 2022	160.06
September 2022	154.43
October 2022	151.93
November 2022	151.66
December 2022	150.14
January 2023	150.03

5. Condition 6 of the Permit states that the annual throughput of human remains shall not exceed 100 tons, calculated monthly as the sum of each consecutive 12-month period.
6. On February 9, 2023, DEQ issued to Dignity NOV No. ATRO002407 for exceeding the Permit limit 100 annual throughput of human remains calculated monthly as the sum of each consecutive 12-month period, as indicated in the table above.
7. Based on the report submitted by Dignity on January 3, 2023, the Department concludes that Dignity violated Permit Condition 6 as described in paragraphs [C(3)] through [C(6)], above.
8. On January 9, 2023, DEQ received an air permit application ("Application") from Dignity for an increase to the throughput limit.

9. On March 3, 2023, DEQ issued a new permit to Dignity allowing a new throughput limit of 350 tons per year of human remains. The issuance of this permit returns Dignity to compliance.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Department orders Dignity, and Dignity agrees to pay a civil charge of \$4,631 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Dignity shall include its Federal Employer Identification Number (FEIN) \_\_\_\_\_ with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Dignity Funeral Services, Inc. - DBA - Oman Funeral Home shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

1. The Department may modify, rewrite, or amend this Order with the consent of Dignity for good cause shown by Dignity, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in the Dignity NOV No. ATRO002407 dated February 8, 2023. This Order shall not preclude the Department or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Dignity admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Dignity consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Dignity declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Department to modify, rewrite, amend, or enforce this Order.
6. Failure by Dignity to comply with any of the terms of this Order shall constitute a violation of an order of the Department. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Department or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Dignity shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Dignity shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Dignity shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. The reasons for the delay or noncompliance;
  - b. The projected duration of any such delay or noncompliance;
  - c. The measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. The timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Dignity. Nevertheless, Dignity agrees to be bound by any compliance date, which

precedes the effective date of this Order.

11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Dignity has completed all of the requirements of the Order;
- b. Dignity petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. The Director or Department terminates the Order in his or its sole discretion upon 30 days' written notice to Dignity

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Dignity from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Dignity and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of Dignity certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Dignity to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Dignity

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Dignity voluntarily agrees to the issuance of this Order.

And it is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

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Craig Nicol, Regional Director  
Department of Environmental Quality

Dignity Funeral Services, Inc. - DBA - Oman Funeral Home voluntarily agrees to the issuance of this Order.

Date: 3-27-23 By: Christopher P. Sisler, VP  
(Person) (Title)  
Dignity Funeral Services, Inc. - DBA - Oman Funeral  
Home

Commonwealth of Virginia  
City/County of Virginia Beach

The foregoing document was signed and acknowledged before me this 27<sup>th</sup> day of  
March, 2023, by Christopher P. Sisler who is  
Vice President of Dignity Funeral Services, Inc. - DBA - Oman Funeral  
Home on behalf of the County.

Angela Denise Todd  
Notary Public

7063506  
Registration No.

My commission expires: June 30, 2025

Notary seal:

ANGELA DENISE TODD NOTARY PUBLIC REG. #7063506 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JUNE 30, 2025
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